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# Southwestern Electric Power Company

P. O. BOX 21106 - SHREVEPORT, LOUISIANA 71156

RECORDATION NO. 9042 D Filed 1425

OCT 26 1984 - 10 05 AM

INTERSTATE COMMERCE COMMISSION  
October 26, 1984

No. 4-300A039  
OCT 26 1984  
Date .....  
Fee \$ 10.00 .....

ICC Washington, D. C.

Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

Attention: Mildred Lee, Room 2303

Re: Supplemental Filing under 49 U.S.C. §11303

Gentlemen:

The purpose of this letter is to amend the following filings made pursuant to 49 U.S.C. §11303 to reflect the substitution of [7] one hundred-ton steel gondola cars for 7 original units which sustained casualty occurrences. As previously reported in a Supplemental Filing, dated May 1, 1984 (Recordation No. 9042-C), a total of twelve one hundred-ton steel gondola cars subject to such filings had been destroyed of which five had been replaced. This filing is made to report that substitutions have been made for the remaining 7 units which, at the time of the filing of the Supplement had not yet been replaced.

The original recordation information and the car numbers of the units suffering a casualty occurrence and the replacement cars are as follows:

Document Description

Recordation Number

CONDITIONAL SALE AGREEMENT  
dated as of October 15, 1977  
among Thrall Car Manufacturing  
Company and Southwestern  
Electric Power Company

No. 9042, filed on  
October 18, 1977

AGREEMENT AND ASSIGNMENT  
dated as of October 15, 1977  
between Thrall Car Manufacturing  
Company and Mercantile-Safe  
Deposit and Trust Company,  
as Agent

No. 9042-A, filed  
October 18, 1977

ICC OFFICE OF  
THE SECRETARY  
OCT 26 9 56 AM '84  
MOTOR OPERATING UNIT

*Scott*  
*Linda*  
*O. Deaneley*

Under the provisions of the above described Conditional Sale Agreement and pursuant to the Supplemental Agreement, dated as of October 26, 1984, between Southwestern Electric Power Company and Mercantile Safe Deposit and Trust Company, as Agent (the "Supplemental Agreement"), the following 7 units have been substituted for units which were previously reported destroyed and represent Replacement Units:

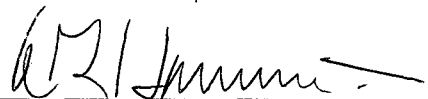
SEPX 116092  
SEPX 116076  
SEPX 116084  
SEPX 116106  
SEPX 116114  
SEPX 116122  
SEPX 116131

Enclosed are three copies of the Supplemental Agreement and a check in the amount of \$10.00 in payment of the applicable recording fee.

Please return one copy of this letter to our messenger, including a copy of the enclosed Supplemental Agreement bearing appropriate recordation data with respect to this supplemental filing.

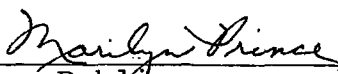
Very truly yours,

SOUTHWESTERN ELECTRIC POWER COMPANY

By   
A. G. Hammett, III, Treasurer

STATE OF LOUISIANA            )  
                                  )    ss.:  
PARISH OF CADDO             )

On this 26th day of October 1984, before me, personally appeared A. G. HAMMETT, III, to me personally known, who being by me duly sworn, says that he is the Treasurer of SOUTHWESTERN ELECTRIC POWER COMPANY that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public                   **MARILYN PRINCE**  
NOTARY PUBLIC, Caddo Parish, Louisiana  
My Commission is for Life

[Notarial Seal]



Interstate Commerce Commission  
Washington, D.C. 20423

10/26/84

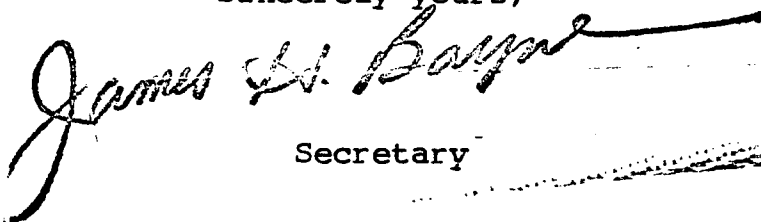
OFFICE OF THE SECRETARY

S.G. Hammett, III, Treasurer  
Southwestern Electric Power Company  
P.O.Box 21106  
Shreveport, Louisiana 71156

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/26/84 at 10:05am and assigned re-recording number(s). 8436-D, 9042-D, 10198-F & 10776-C

Sincerely yours,

  
Secretary

Enclosure(s)

OCT 26 1984 - 10 05 AM

SUPPLEMENTAL AGREEMENT INTERSTATE COMMERCE COMMISSION

This SUPPLEMENTAL AGREEMENT, dated as of October 26, 1984 (the "Supplement"), between Southwestern Electric Power Company, a Delaware corporation (hereinafter called the "Company") and Mercantile-Safe Deposit and Trust Company, the assignee (the "Assignee") of the Conditional Sale Agreement (the "Conditional Sale Agreement") dated as of October 15, 1977, between Thrall Car Manufacturing Company (the "Vendor"), and the Company, under the Agreement and Assignment, dated as of October 15, 1977 between Vendor and Assignee.

WHEREAS, the Company has entered into the Conditional Sale Agreement with Vendor and Vendee, and Vendor has assigned all its interest therein to Assignee;

NOW, THEREFORE, pursuant to the terms of the Conditional Sale Agreement, the parties hereto agree as follows:

The Company has suffered Casualty Occurrences (as such term is, and all other capitalized terms used herein are, defined in the Conditional Sale Agreement) to twelve units of the Equipment, all of which have been reported. Of these twelve, five have previously been replaced and made subject to the Conditional Sale pursuant to the Supplemental Agreement dated as of May 1, 1984 between the Assignee and the Company. The remaining seven units have now replaced, as set forth in the Operating Officer's certificate of October 26, 1984. These seven Replacement Units are hereby expressly made a part of the Equipment covered by, and brought under and made subject to, all the terms and conditions of the Conditional Sale Agreement.

[Seal]

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, as Assignee

Attest

by [Signature]  
Corporate Trust Officerby [Signature]  
Vice President

[Seal]

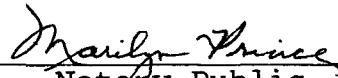
SOUTHWESTERN ELECTRIC POWER COMPANY

Attest

by [Signature]  
Secretaryby [Signature]  
Treasurer

STATE OF LOUISIANA,       )  
                              )   ss.:  
PARISH OF CADDO,         )

On this 26th day of October, 1984, before me, personally appeared A.G. Hammett, III, to me personally known, who being by me duly sworn, says that he is the Treasurer of SOUTHWESTERN ELECTRIC POWER COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

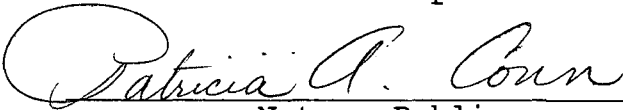
  
\_\_\_\_\_  
Notary Public

MARILYN PRINCE  
NOTARY PUBLIC, Caddo Parish, Louisiana  
My Commission is for Life

[Notarial Seal]

STATE OF MARYLAND,       )  
                                  )  
CITY OF BALTIMORE       )     ss.:

On this 23<sup>rd</sup> day of October, 1984, before me,  
personally appeared R. E. Schreiber, to me personally  
known, who being by me duly sworn, says that he is Vice President  
of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the  
seals affixed to the foregoing instrument is the corporate seal  
of said corporation, that said instrument was signed and sealed  
on behalf of said corporation by authority of its Board of  
Directors and he acknowledged that the execution of the foregoing  
instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires July 1, 1986

## BILL OF SALE

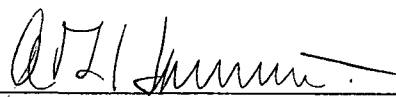
SOUTHWESTERN ELECTRIC POWER COMPANY (the "Company"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid, the receipt of which is hereby acknowledged, does hereby transfer to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Assignee"), under the Conditional Sale Agreement as defined below, title to the units of railroad equipment described in Schedule A hereto (the "Replacement Units") and all rights which the Company has or may have against the manufacturer of the Replacement Units to provide warranty repairs or other user support with respect to the Replacement Units.

The Company hereby warrants to the Assignee that the Company has legal title to the Replacement Units and good and lawful right to sell the Replacement Units, and that the Replacement Units are free of all claims, liens, security interests and other encumbrances of any nature except for (i) any liens permitted by the second paragraph of Article 12 of the Conditional Sale Agreement, dated as of October 15, 1977 (the "Conditional Sale Agreement"), between Thrall Car Manufacturing Company, and the Company, and (ii) the rights of the Company under the Conditional Sale Agreement.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed as of the 26th day of October, 1984.

SOUTHWESTERN ELECTRIC POWER COMPANY

By

  
A. G. Hammett, III  
Treasurer



SCHEDULE A

DESCRIPTION OF EQUIPMENT

<u>TYPE</u>	<u>QUANTITY</u>	<u>CAR NUMBERS</u>
100-ton (4,000 cu. ft.)	7	SEPX 116092
High-side steel gondola		SEPX 116076
Cars with swivel couplers.		SEPX 116084
		SEPX 116106
		SEPX 116114
		SEPX 116122
		SEPX 116131